

do hereby certify that the instrument hereto attached is a full, true and correct copy of Order Confirming Lease in re Guardianship of Washington Tucker, a minor. No. 656, as the same now appears of record in this office.

WITNESS my hand and the seal of said Court at Wagoner County, Oklahoma, on this 11th, day of February, 1909.

T. L. Marteney, Clerk of the County Court.

No. 656.

Filed February 11, 1909.

W. T. Drake, County Judge, Wagoner County, Okla.

Filed for record at Tulsa, Okla. Feb. 23, 1909. at 9.20 A. M.

H. C. Walkley, Register of Deeds (SEAL)

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# COMPARED

## OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 15th, day of February, 1909, by and between Charles W. Grimes and Josephine Grimes, his wife, of Tulsa, Oklahoma, County of Tulsa, State of Oklahoma, parties of the first part, and G. T. Braden of Pittsburgh, Pa., party of the second part.

WITNESSETH: That the said parties of the first part for and in consideration of the sum of one dollar to them in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said party of the second part, to be paid kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let unto the said party of the second part, his heirs, administrators, executors, successors and assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines and of building tanks, stations and structures thereon to take care of said products, all that certain tract of land, situate in the County of Tulsa, State of Oklahoma, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state, bounded substantially as follows:

The South West (SW) Quarter ( $\frac{1}{4}$ ) of the North East (NE) Quarter ( $\frac{1}{4}$ ); Lots Seven (7) and Eight (8) in Section Two (2), Township Nineteen (19), Range Thirteen (13), containing eighty three (~~83~~) and 56/100 acres more or less, and being same land conveyed to the first parties by Sidney N. Smith, by deed bearing date May 5th, 1908, reserving therefrom 300 feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas, or either of them is produced from the said land by the party of the second part his heirs, administrators, executors, successors or assigns.

In consideration of the premises the said party of the second part covenants and agree:

1st. To deliver to the credit of the parties of the first part, their heirs, administrators, executors, and assigns, free of cost, in the pipe line to which party of the second part may connect his wells the equal one eighth ( $\frac{1}{8}$ ) part of all the oil produced and saved from the leased premises, and,

2nd. To pay Fifty (50) Dollars each three (3) months in advance for the gas, from each and every gas well drilled on said premises, the gas from which is marketed and used off the premises, while the gas from said well is so marketed and used.